



STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Request for Quote #: 10-RFQ-1355299522-TT

Portable Toilet

Date of Issue: November 20, 2024

Quote Due Date: November 27, 2024

At 2:00 PM ET

Procurement Lead:

Tammie Taylor

Procurement Specialist

STATE OF NORTH CAROLINA

Request for Quote

10-RFQ-1355299522-TT

For internal State agency processing, including tabulation of quotes, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your quote.
Failure to do so may subject your quote to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA North Carolina Department of Agriculture & Consumer Services	
Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead (Tammie Taylor) through the Message Board in the Sourcing Tool. See section 2.4 for details.	Request for Quote #: 10-RFQ-1355299522-TT
	Quotes will be opened: November 27, 2024 at 2:00 PM ET
Using Agency: NC Department of Agriculture & Consumer Services	Commodity No. and Description: 801315 – Lease and Rental of Property or Building
Requisition No.: RQ139503	

EXECUTION

In compliance with this Request for Quote (RFQ), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quote, at the prices set opposite each item within the time specified herein.

By executing this quote, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this quote is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this quote, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFQ, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this quote, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:

Quote Number: 10-RFQ-1355299522-TT

Vendor: _____

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least (120) days from date of quote opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF QUOTES

If your quote is accepted, all provisions of this RFQ, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of NC Department of Agriculture and Consumer Services)</p>

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1.0 PURPOSE AND BACKGROUND

The intent of this Request for Quote (RFQ) is to create an Agency Specific Term Contract for Portable Toilet delivery, set up and service for the Dupont State Forest Welcome Center (DSRF) and Homes Educational State Forest (HESF) on various schedules and pick up at the end of the contract period.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions or issues regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE QUESTIONS Section. If the State determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s quote or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s quote that purports to vary any terms and conditions or Vendors’

instructions herein or to render the quote non-binding or subject to further negotiation. Vendor’s quote shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s quote as nonresponsive.

2.4 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	State	11/20/2024
Submit Written Questions	Vendor	11/22/2024 by 10:00 AM ET
Provide Response to Questions	State	11/25/2024
Submit Quotes	Vendor	11/27/2024 by 2:00 PM ET
Contract Award	State	TBD

2.5 QUOTE QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter “RFQ # 10-RFQ-1355299522-TT – Questions” as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only way questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

2.6 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late quotes, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s quotes(s).

Vendor’s quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Quotes submitted through the Content Section of the Ariba Sourcing Event will be considered. Quotes submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the quote with its quote submission, the Department may release an unredacted version if a record request is received.

2.7 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s quote, in the State’s sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFQ.
- b) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING FORM
- d) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE QUOTES

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quote must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Each quote must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Quotes in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this RFQ is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in quotes received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a quote to this RFQ, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's quote or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote based on fit, form and/or function, as well as cost.
- b) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and the State reserves the unqualified right to reject all offers at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a quote in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFQ. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better quote,

the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Quote Questions Section above.

4.1 PRICING

Quote price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM included in this RFQ and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Quote.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFQ may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed to incorporate any work by third party subcontractor(s).

Should the Vendor's quote result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's quote results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value more than the Small Purchase threshold, but up to \$1,000,000.00
- Contract value more than \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

Portable Toilet Specifications for DuPont State Recreational Forest

1. Contractor shall provide and service six (6) portable toilets for DuPont State Recreational Forest (DSRF) and Holmes Educational State Forest (HESF); four (4) of which are standard units and two (2) ADA compliant portable toilets.
2. Toilets are to be located as follows:
 - a. Three (3) total standard toilets for each of the following locations:
 - One (1) at Lake Imaging Access Area (off Staton Road)
 - One (1) at Fawn Lake Access Area (off Reasonover Creek Road)
 - One (1) at Corn Mill Shoals Access Area (off Cascade Lake Road)

- b. One (1) total ADA compliant portable toilet for each of the following locations:
 One (1) at the High Falls Access Area near the Visitor Center
- c. One (1) standard toilet and one (1) ADA compliant portable toilet at Holmes Educational State Forest.

3. Dimensions and Specifications

Standard Units

<u>Feature</u>	<u>Measurement</u>
Exterior Height	91 in/ 231 cm
Interior Height	82 in/208 cm
Exterior Width	43.5 in/ 110 cm
Interior Width	41 in / 104 cm
Exterior Length	47 in / 119 cm
Interior Length	41 in /104 cm
Holding Tank Capacity	60 gal / 227 L
Seat Height	19 in / 48 in
Color	Green (when available)
Exterior Door Lock Hasp	1/unit
Two toilet paper dispensers	2/unit
Two hand sanitizer dispensers	2/unit
Interior Clothes Hook	1/unit
Plastic Skids	1/unit

Units compliant with the American’s with Disabilities Act of 1990 (ADA).

<u>Feature</u>	<u>Measurement</u>
Exterior Height	92.5 in / 235 cm
Exterior Width	85.2 in / 216 cm
Exterior Length	92.4 in / 235 cm
Door Frame Height	80 in / 203 cm
Door Frame Width	32.75 in / 83 cm
Seat Height	19 in / 48 in
Interior Turning Circle	60 in / 152 cm
Grab Bar Height	33 in / 84 cm
Static Tank Capacity	50 gal / 189 L
Color	Green (when available)
Exterior Door Lock Hasp	1/unit
Two toilet paper dispensers	2/unit
Two hand sanitizer dispensers	2/unit

1. Standards for Toilet Units

- a. Units will have a date of manufacturing no more than 4 years old from the date of the execution of this contract and continuing from the date of subsequent renewals of this contract.
- b. Units will be designed to be well ventilated.
- c. Units will provide a side urinal within the interior of the enclosure.
- d. Units will be equipped with hand sanitizer dispensers that in good operable order.
- e. Units will be equipped with a hook for hanging items.
- f. Hand sanitizer liquid and toilet paper will be provided by the contractor.
- g. Hand sanitizer liquid and toilet paper will be restocked by contractor on each service.
- h. Units will have working locks on doors that will indicate towards the exterior whether the unit is occupied or not.
- i. Units will be devoid of mildew, algae, stains, old decals, build-up of dirt or dust, mud or dirt as a result of rain splash, insect nests, spider webs, mammal nests, ant infestations, burn damage, and graffiti on all interior and exterior surfaces and walls.

- j. Units will contain a form posted on an interior wall that will contain in legible writing the last date of service and initials of the service provider. This will be maintained monthly by the contractor and if destroyed or defaced will be replaced upon the next service call.
 - k. Units placed near one another will be matching in style and color.
 - l. Units will be replaced in the event of irreparable damage or defacing.
 - m. The DSRF is not responsible for damage or vandalism or tipping of units. Service calls immediately following such vandalism will provide corrective action or cleaning.
 - n. ADA toilets will be installed on level surfaces with the entry having no significant tripping hazards that a reasonable person can detect, nor impediments to wheelchairs, motorized scooters, walking cane, or other mobility aids that could be used by disabled persons. Sites will be selected and graded by DSRF staff.
2. Standards for Servicing of Toilet Units
- a. The contractor will maintain a permanent record of service calls, notes pertaining to damage or overuse, the personnel responsible for service events. This record will be provided to the DSRF monthly when the contractor's invoice is submitted for payment. Discrepancies in service records will be communicated to the contractor within one (1) day of discovery by the DSRF staff.
 - b. The waste reservoir of each unit will be completely emptied of human waste and garbage
 - c. Hand sanitizer liquid and toilet paper will be restocked to a maximum level at every service call to each unit.
 - d. A posted form on the interior of each unit will be updated upon each service call; to provide the date of service and the initials of the service provider that are legible.
 - e. Waste must be transported to a facility licensed to accept sewage.
 - f. Requests to contractor regarding damage or requesting repairs will be submitted in writing. The contractor must respond in writing within two working days of receipt of such request. Repairs must occur by the next service call following the contractor's response to the repair request.
 - g. Spills of waste related to service calls will be immediately and properly cleaned. Reports of spills will be documented by the contractor as part of the monthly record submitted to DSRF upon invoicing. Spills will be reported immediately to the DSRF contract administrator via a phone call or email.
 - h. Service calls will take care to not disrupt DSRF users nor endanger their safety. Service vehicles using DSRF roads will abide a 9 mile per hour speed limit and yield to trail/road users when encountered. When backing service vehicles in the DSRF Access Areas, the contractor will use a spotter or take measures to clear areas of obstacles or DSRF users prior to backing.
3. DSRF will provide access codes or keys to the contractor for each unit location.
4. Extra service may be requested by DSRF during special events, peak use, or in extreme circumstances.
- a. Contractor will respond in writing to requests for extra service within 24 hours of receipt.
 - b. These as-needed service calls will be invoiced at an agreed-upon set cost per service event.
5. Extra toilet units may be requested by DSRF during special events or peak use.
- a. Contractor will respond in writing (email) to requests for additional toilets within one (1) business day of receipt.
 - b. If the contractor agrees to provide the additional toilet unit, it will be delivered within two (2) business days of the date of written agreement (via email) between the contractor and the DSRF.
 - c. Additional toilets will be supplied at the same per unit cost if requested.
6. Contractor will provide invoices to the DSRF for previous month's costs of units and services.
7. The contractor may be contacted by outside groups to provide toilets for special events at DSRF.
- a. All fees for providing toilets to outside groups will be billed to the requesting party.
 - b. DSRF will not be liable for any unpaid fees by outside groups.
 - c. All units ordered by outside groups must be removed within one week of the conclusion of the event.

Environmental and regulatory constraints: Contractor must meet and abide by all laws and regulations in collection, transportation and disposal of sewage.

Schedule of services:

Three (3) Standard Units and one (1) ADA Units:

<u>Months</u>	<u># of Services</u>	<u>Day of Week</u>
Jan/Feb/Dec	1 x wk.	Friday
Mar/Apr/Nov	3 x wk.	Wednesday/Friday/Sunday
May/Jun/Jul/Aug/Sept/Oct	4 x wk.	Tuesday/Friday/Saturday/Sunday

One (1) Standard Unit and one (1) ADA Units (at Holmes Educational State Forest):

<u>Months</u>	<u># of Services</u>	<u>Day of Week</u>
January-December	1 x wk.	Friday

The time for service will take place will be coordinated with DSRF and HESF, based on need.

Bids for supplying and servicing toilets must be submitted in the following format and are based on the minimum amount of service required:

DSRF:	<u>Unit Type</u>	<u>Number</u>	<u>1 x Week Service</u>	<u>3 x Week Service</u>	<u>4 x Week Service</u>
	Standard	3	\$_____ /mo.	\$_____ /mo.	\$_____ /mo.
	ADA	1	\$_____ /mo.	\$_____ /mo.	\$_____ /mo.

HESF:

<u>Unit Type</u>	<u>Number</u>	<u>1 x Week Service</u>
Standard	1	\$_____ /mo.
ADA	1	\$_____ /mo.

Extra service of all toilets \$_____ /trip

Extra service of a single unit \$_____ /trip

5.2 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories

and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

NCD&CS Contact:
Jason Guidry, DSRF Supervisor
828-273-0982
jason.guidry@ncagr.gov

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract

requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

6.6 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: PRICING FORM

FURNISH, DELIVER AND SERVICE:

A. Cost for units serviced one (1) time a week (Friday) for three (3) months, January, February, December

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	EXTENDED PRICE
1.	Three (3) Each, Portable, Standard Toilet Units	3 Months	\$ _____	\$ _____
2.	One (1) Each, Portable, ADA Toilet Units	3 Months	\$ _____	\$ _____
TOTAL SECTION 1A				\$ _____

B. Cost for units serviced three (3) times a week (Wednesday, Friday, Sunday) for three (3) months, March, April, November

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	EXTENDED PRICE
3.	Three (3) Each, Portable, Standard Toilet Units	3 Months	\$ _____	\$ _____
4.	One (1) Each, Portable, ADA Toilet Units	3 Months	\$ _____	\$ _____
TOTAL SECTION 1B				\$ _____

C. Cost for units serviced three (4) times a week (Tuesday, Friday, Saturday, Sunday) for six (6) months, May, June, July, August, September, October

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	EXTENDED PRICE
5.	Three (3) Each, Portable, Standard Toilet Units	6 Months	\$ _____	\$ _____
6.	One (1) Each, Portable, ADA Toilet Units	6 Months	\$ _____	\$ _____

TOTAL SECTION 1C	\$ _____
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Extra Service of all toilets in Section 1 \$ _____/trip
(Not to be included in Grand Total Cost)

SECTION 2: HOLMES EDUCATIONAL STATE FOREST (HESF):
Crab Creek Rd., Hendersonville, NC
Cost for units serviced one (1) time a week (Friday) for twelve (12) months, January-December

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	EXTENDED PRICE
7.	One (1) Each, Portable, Standard Toilet Units	12 Months	\$ _____	\$ _____
8.	One (1) Each, Portable, ADA Toilet Units	12 Months	\$ _____	\$ _____
TOTAL SECTION 2A				\$ _____

Extra Service of all toilets in Section 2 \$ _____/trip
(Not to be included in Grand Total Cost)

GRAND TOTAL FOR ALL SECTIONS:	\$ _____
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